

Exhibit A



TO: Jason Engel, Senior Vice President & General Counsel
Experian
475 Anton Blvd Bldg D
Costa Mesa, CA 92626-7037

RE: Process Served in New York

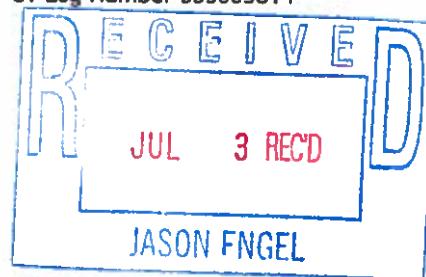
FOR: Experian Information Solutions, Inc. (Domestic State: OH)

Service of Process

Transmittal

06/27/2018

CT Log Number 533603814



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Joanna Tartaglia, Pltf. vs. Bethpage Federal Credit Union and Experian Information Solutions, Inc., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Notice, Attachments

COURT/AGENCY: Suffolk County: Supreme Court, NY
Case # 6121322018

NATURE OF ACTION: Request for Relief of Damages

ON WHOM PROCESS WAS SERVED: C T Corporation System, New York, NY

DATE AND HOUR OF SERVICE: By Process Server on 06/27/2018 at 13:58

JURISDICTION SERVED : New York

APPEARANCE OR ANSWER DUE: Within 20 days after such service

ATTORNEY(S) / SENDER(S): Patrick. P. Russo, Esq.
Robert S. Gitmeid & Associates, PLLC
11 Broadway, Suite 960
New York, NY 10004
212-226-5081

REMARKS: The documents received have been modified to reflect the name of the entity being served.

ACTION ITEMS: SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780111374516

SIGNED: C T Corporation System

ADDRESS: 111 8th Ave Fl 13

TELEPHONE: New York, NY 10011-5213
212-590-9070

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

-----X
Joanna Tartaglia,

Plaintiff/Petitioner,

- against -

Index No. 612132/2018

Bethpage Federal Credit Union, et al.,

Defendant/Respondent.

-----X
**NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING**

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements. [Section 202.5-bb(e)]

Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant may participate in e-filing.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efile-unrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: 6/27/18

Signature

Patrick Russo

Name

Law Offices of Robert S. Gitmeid & Assoc.

Firm Name

11 Broadway, Suite 960

Address

New York, NY 10004

212-226-5081

Phone

Patrick.russo@gitmeidlaw.com

E-Mail

To: Experian Information Solutions, Inc.

29 Broadway, 6th Floor

New York, NY 10006

9/3/15

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

Joanna Tartaglia,

Plaintiff,

— against —

Bethpage Federal Credit Union and Experian
Information Solutions, Inc.

Defendant(s).

Index No.

SUMMONSThe basis of the venue designated is
Plaintiff's residence.

To the above named defendant(s):

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of Suffolk at the office of the Clerk of said Court at 210 Center Drive, Riverhead, NY 11901 in the County of Suffolk, State of New York, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: June 25, 2018
New York, New York

Law Offices of Robert S. Gitmeid & Associates, PLLC

By: /s/ Patrick Russo
Patrick P. Russo, Esq.
11 Broadway, Suite 960
New York, NY 10004
Tel (212) 226-5081
Fax (877) 366-4747
Patrick.russo@gitmeidlaw.com
Attorneys for Plaintiff

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NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 06/25/2018

NOTE: The laws or rules of court provide that:

- (a) if this summons is served by its delivery to you personally, you must appear and answer within TWENTY days after such service; or
- (b) if this summons is served by delivery to any person other than you personally, or is served by any alternative method permissible under the CPLR, you must appear and answer within THIRTY days after such service.

Defendants' Addresses:

Bethpage Federal Credit Union
899 South Oyster Bay Road
Bethpage, NY 11714

Experian Information Solutions, Inc.
29 Broadway, 6th Floor
New York, NY 10006

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

Joanna Tartaglia,

Plaintiff,

- against -

Bethpage Federal Credit Union and Experian
Information Solutions, Inc.

Defendant(s).

Index No.

VERIFIED COMPLAINT

Plaintiff, JOANNA TARTAGLIA, by and through her attorneys, Law Offices of Robert S. Gitmeid & Associates, PLLC, complaining of the Defendants, hereby alleges as follows:

1. This is an action for damages brought by an individual consumer for Defendants' violations of the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA"), the New York Fair Credit Reporting Act, NY CLS Gen Bus § 380, et seq. ("NY FCRA"), and other claims related to unlawful credit reporting practices. The FCRA and NY FCRA prohibit furnishers of credit information to falsely and inaccurately report consumers' credit information to credit reporting agencies.

PARTIES

2. Plaintiff, Joanna Tartaglia, is an adult residing in Oakdale, NY.
3. Defendant, Bethpage Federal Credit Union ("Bethpage"), is a business entity that furnishes consumer credit information to consumer reporting agencies. It has a

principal place of business located at 899 South Oyster Bay Road, Bethpage, NY 11714.

4. Defendant Experian Information Solutions, Inc. ("Experian"), is a business entity that engages in the business of maintaining and reporting consumer credit information. It has a principal place of business located at 29 Broadway, 6th Floor, New York, NY 10006.
5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA and N.Y. GBS. LAW § 380-a(b) of NY FCRA.

FACTUAL ALLEGATIONS

6. Defendant Bethpage issued a credit card account ending in 4883 to Plaintiff; the account was routinely reported on Plaintiff's consumer credit report.
7. The consumer report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or for the purpose of serving as a factor in establishing the consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA and N.Y. GBS. LAW § 380-a(c)(1) of the NY FCRA.
8. On or about January 13, 2015, Plaintiff and Mullen and Iannarone, P.C. on behalf of Bethpage entered into a settlement agreement for the above referenced account. A redacted copy of the settlement agreement is attached herein as Exhibit A.

9. Pursuant to the terms of the settlement, Plaintiff was required to make two (2) monthly payments totaling \$10,000.00 to settle and close her Bethpage account.
10. Plaintiff, via her debt settlement representative, timely made the settlement payments. Redacted proofs of these payments are attached herein as Exhibit B.
11. However, over two years later, Plaintiff's Bethpage account continued to be negatively reported.
12. In particular, on a requested credit report dated October 13, 2017, Plaintiff's Bethpage account was reported with a status of "CHARGE OFF," a balance of \$1,394.00 and a past due balance of \$1,394.00. The relevant portion of Plaintiff's credit report is attached herein as Exhibit C.
13. This trade line was inaccurately reported; as explained above, the account was settled and paid in full, and as such, must be reported as settled with a \$0.00 balance.
14. On October 31, 2017, Plaintiff, via counsel, sent a dispute letter to Defendants requesting the trade line to be corrected. A redacted copy of the dispute letter and the certified mail receipts are attached herein as Exhibit D
15. Therefore, Plaintiff has disputed the accuracy of the derogatory information reported by Bethpage to the Consumer Reporting Agencies via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA and N.Y. GBS. LAW § 380-f of the NY FCRA.
16. In June 2018, Plaintiff requested an updated credit report from each Defendant credit reporting agency. The trade line for the Bethpage account in question was

still reporting incorrectly, as Defendants failed to correct the inaccuracy. The relevant portion of the credit reports are attached herein as Exhibit E.

17. Experian did not notify Bethpage of the dispute by Plaintiff in accordance with the FCRA, or alternatively, did notify Bethpage and Bethpage failed to properly investigate and delete the trade line or properly update the trade line on Plaintiff's credit reports.
18. If Bethpage did perform a reasonable investigation of Plaintiff's dispute, Plaintiff's Bethpage account would be updated to reflect a settled status with a \$0.00 balance.
19. Bethpage has promised through its subscriber agreements or contracts to accurately update accounts but Bethpage has nonetheless willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement as well as the requirements set forth under the FCRA and NY FCRA, which has resulted in the intended consequences of this information remaining on Plaintiff's credit reports.
20. Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit information and Plaintiff's credit report, concerning the account in question, thus violating state law and the FCRA. These violations occurred before, during, and after the dispute process began.
21. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their

employment, and under the direct supervision and control of the Defendants herein.

22. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

FIRST CAUSE OF ACTION
(Fair Credit Reporting Act)

23. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

24. Experian is a "consumer reporting agency," as codified at 15 U.S.C. § 1681a(e).

25. Bethpage is an entity who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a "furnisher," as codified at 15 U.S.C. § 1681s-2:

26. Bethpage is reporting inaccurate credit information concerning Plaintiff to one or more credit bureaus as defined by 15 U.S.C. § 1681a of the FCRA.

27. Plaintiff notified Defendants directly of a dispute on the Bethpage account's completeness and/or accuracy, as reported.

28. Bethpage failed to update Plaintiff's credit report and/or notify the credit bureaus that the Bethpage account in question was disputed in violation of 15 U.S.C. § 1681s-2(b).

29. Bethpage failed to complete an investigation of Plaintiff's written dispute and provide the results of an investigation to Plaintiff or the credit bureaus within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).
30. Bethpage failed to promptly modify the inaccurate information on Plaintiff's credit report in violation of 15 U.S.C. § 1681s-2(b).
31. Experian failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff's disputes as required by 15 U.S.C. § 1681i(a).
32. Experian failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, concerning the account in question, violating 15 U.S.C. § 1681e(b).
33. As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.
34. As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

SECOND CAUSE OF ACTION
(New York Fair Credit Reporting Act)

35. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
36. Experian failed to delete information found to be inaccurate, reinserted the information without following the NY FCRA, or failed to properly investigate Plaintiff's disputes.
37. Experian failed to promptly re-investigate and record the current status of the disputed information and failed to promptly notify the consumer of the result of its investigation, its decision on the status of the information, and his rights pursuant to this section in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(a).
38. Experian failed to clearly note in all subsequent consumer reports that the account in question is disputed by the consumer in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(c)(3).
39. As a result of the above violations of the NY FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.

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RECEIVED NYSCEF: 06/25/2018

40. As a result of the above violations of the NY FCRA, Experian are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands that judgment in the sum of \$45,000 be entered against Defendants as follows:

- 1) That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 2) That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
- 3) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 4) That judgment be entered against Experian for actual damages pursuant to N.Y. Gen. Bus. Law § 380-m;
- 5) That the Court award costs and reasonable attorney's fees pursuant to N.Y. Gen. Bus. Law § 380-m; and
- 6) That the Court grant such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury in this action of all issues so triable.

Dated: June 25, 2018
New York, New York

Law Offices of Robert S. Gitmeid & Associates, PLLC

By: /s/ Patrick Russo
Patrick P. Russo, Esq.
11 Broadway, Suite 960
New York, NY 10004
Tel (212) 226-5081
Fax (877) 366-4747
Patrick.russo@gitmeidlaw.com
Attorneys for Plaintiff

VERIFICATION BY ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, PATRICK RUSSO, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury:

I am an attorney associated with Law Offices of Robert S. Gitmeid & Associates, PLLC, attorneys for JOANNA TARTAGLIA, the plaintiff in the foregoing matter, with an office located at 11 Broadway, Suite 960, New York, NY 10004. I have read the foregoing Complaint and know the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true.

The reason why this verification is made by deponent instead of Plaintiff is because Plaintiff is not within the County of New York which is the county where the deponent has his office.

Dated: June 25, 2018
New York, New York

/s/ Patrick Russo
PATRICK RUSSO.

EXHIBIT A

LAW OFFICES
OF
MULLEN AND IANNARONE, P.C.
300 EAST MAIN STREET, SUITE 3
SMITHTOWN, NEW YORK 11787
PHONE: 631-361-7050 FAX: 631-361-7354*
*Fax not for service of process
E-MAIL JLI@mullenandlannarone.com

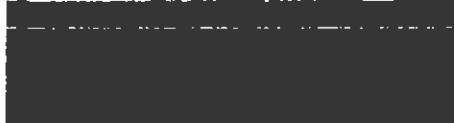
LIBERVATORI & IANNARONE

Dolores M. Iannarone
Christopher G. Healy

January 13, 2015

Via regular mail and email: elizabeth.g@nationaldebtrelief.com

Elizabeth Goldfischer



Re: Bethpage Federal Credit Union v. Joanna Tartaglia

Annexed hereto please find the following documents:

Stipulation of Settlement detailing terms agreed to. Kindly have your client execute the Stipulation and return same to us with her first payment of \$5,000.00 which will be due on or before February 5, 2015 with the second payment of \$5,000.00 to be paid on or before March 5, 2015.

As you know a conference is scheduled for February 2, 2015 we will appear in court at that time and request an adjournment of the matter to March 12, 2015.

If your client complies with the terms of the Stipulation we will then file the Stipulation of Discontinuance and satisfaction of judgment.

Very truly yours,

Dolores M. Iannarone

Incl.

Plaintiff,

STIPULATED
SETTLED

TARTAGLIA, a/k/a Joanna Avigliano, a/k/a
Christensen,

Defendants.

X

IT IS HEREBY STIPULATED AND AGREED, that the above entitled matter be settled on the following basis:

1. The defendant appears generally in this action, admits the amount claimed in the complaint is due and owing. Defendant withdraws and waives any and all counterclaims, defenses, objections, and setoffs.

2. Defendant admits (A) liability for the payment of this claim and (B) liability for the full amount of damages demanded in the Complaint.

3. Defendant shall pay to Plaintiff the settlement sum of **TEN THOUSAND (\$10,000.00) DOLLARS**, as follows:

a. \$5,000.00 due on or before February 5, 2015, and

b. \$5,000.00 DUE ON OR BEFORE March 5, 2015.

c. Defendant shall make the payment(s) by check or money order made payable to MULLEN AND IANNARONE, P.C., as attorneys, and shall deliver the payment(s) to 300 East Main Street, Suite 3, Smithtown, NY 11787.

d. Each payment shall have the account number, [REDACTED]
[REDACTED].

If any payment is not received by MULLEN AND IANNARONE, P.C., within [REDACTED]

the payment is returned by the bank.

5. Deterant shall give written notice to Plaintiff of any changes in his/her/their address or telephone number during the term of this Stipulation.

6. Upon full compliance with this Stipulation and full payment of the Settlement Sum, a Stipulation of Discontinuance for this action and a Satisfaction of Judgment shall be filed with this Court and at the County Clerk's Office.

7. This Stipulation is in settlement of this action only.

IT IS FURTHER STIPULATED AND AGREED that this Stipulation may be executed in counterparts which when taken together shall be deemed a single document.

IT IS FURTHER AGREED that a facsimile signature shall be deemed an original signature for this Stipulation.

This Stipulation must be executed by Defendant and received by MULLEN AND LANNARONE, P.C., within ten (10) days of the date hereon, otherwise it shall be deemed null and void, and withdrawn.

Date: Smithtown New York
January 13, 2015

Mullen and Lannarone, P.C.
Attorneys for Plaintiff

By: Dolores M. Lannarone, Esq.
300 East Main Street, Suite 3
Smithtown, New York 11787
Ph: 631-361-7050
Fax: 631-361-7354

Joanna Tartaglia, a/k/a Joanna Avigliano, a/k/a
Joanna Christensen

Joanna Tartaglia
By: (Signature)
35 Grassmere Avenue
Oakdale, New York 11769
631-319-6886

EXHIBIT B

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NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 06/25/2018

• Document type : Paid Item Check

10/23/2017 02:35 PM

Query Result Item #: 1

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian
 FBO Joanna Tartaglia
 4500 South 129th East Ave, Suite 175
 Tulsa, Ok 74134

Comerica Bank
 1717 Main St
 Dallas, TX 75201

201333432
 013015_152947

32-76/1110

P14770947

Date: 01/30/2015
 Amount: \$** 5,000.00

Pay: FIVE THOUSAND AND XX / 100 DOLLARS

To The Mullen & Iannarone
 Order 300 E Main St Ste 3
 Of Smithtown, NY US 11787


 Authorized Signature
 Questions: (877)503-5738
 Void After 90 Days

Note	Tag	Account Number	Serial Number	Amount
Item Date	Sequence Number			

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NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 06/25/2018

10/23/2017 02:35 PM

Document type : Paid Item Check

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian FBO Joanna Tartaglia 4500 South 129th East Ave, Suite 175 Tulsa, Ok 74134	Comerica Bank 1717 Main St Dallas, TX 75201	201345941 022715_152312
32-75/1110		P14970516
		Date: 02/27/2015
		Amount: \$** 5,000.00
Pay: FIVE THOUSAND AND XX / 100 DOLLARS		
To The Order Of	Mullen & Iannarone 300 E Main St Ste 3 Smithtown, NY US 11787	  Authorized Signature Ocussions: (377)503-8236 Valid After 90 Days

[Redacted]

[Redacted]

Note	Tag	Account Number	Serial Number	Amount
Item Date	Sequence Number			

[Redacted]

EXHIBIT C

FILED: SUFFOLK COUNTY CLERK 06/25/2018 05:13 PM

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NYSCEF DOC. NO. 4

RECEIVED NYSCEF: 06/25/2018

FILE #	3929918 FNMA #	DATE COMPLETED	10/13/2017	RQD BY	[REDACTED]		
SEND TO	[REDACTED]	DATE ORDERED	10/13/2017				
		REPOSITORIES	XP/TU	PRPD BY			
		PRICE	\$0.00	LOAN TYPE			
		REF. #					
PROPERTY ADDRESS							
APPLICANT			CO-APPLICANT				
APPLICANT	TARTAGLIA, JOANNA		CO-APPLICANT	CHRISTENSEN, PAUL			
SOC SEC #	3574	DOB	SOC SEC #	353	DOB		
MARITAL STATUS	DEPENDENTS						
COLLECTION ACCOUNTS							
B B BETHPAGE FED CR UNION 4883	09/17	02/11 04/15	\$25000 INST	\$1394 060	\$1394 80	[REDACTED]	CHARGE OFF XP/TU

OTHER CREDIT HISTORY

*** NONE ***

PUBLIC RECORDS

*** NONE ***

REMARKS

INQUIRIES (LAST 120 DAYS)

XP B 08/02/17 CREDIT ONE BANK NA BANKING.

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER

EXHIBIT D



**REZNIK
LAW OFFICE**
A NEW YORK PROFESSIONAL CORPORATION

October 31, 2017

VIA CERTIFIED MAIL

Transunion Consumer Solutions
P.O. Box 2000
Chester, PA 19016

Experian
P.O. Box 4500
Allen, TX 75013

Experian Information Solutions, Inc.
29 Broadway, 6th Floor
New York, NY 10020

Equifax Information Services, LLC
P.O. Box 105139
Atlanta, GA 30348

Innovis Consumer Assistance
P.O. Box 1640
Pittsburgh, PA 15230

Re:	Joanna Tartaglia
Creditor:	Bethpage Federal Credit Union
Account No.:	Ending in 4883
SSN:	Ending in 3574
Address:	[REDACTED]

Dear Sir and/or Madam,

Please be advised that this office was retained to represent Joanna Tartaglia with respect to her claims for violations under the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA"), and other claims related to unlawful credit reporting practices.

On or about January 13, 2015, Ms. Tartaglia and Mullen and Iannarone, P.C. on behalf of Bethpage Federal Credit Union ("BFCU") entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is attached herein for your review. Pursuant to the terms of the settlement, Ms. Tartaglia was required to make two (2) monthly payments totaling \$10,000.00 to settle and close her BFCU account. Ms. Tartaglia, via her debt settlement company, National Debt Relief, timely made all of the requisite settlement payments. Proofs of these payments are attached herein for your review.

However, over two years later, Ms. Tartaglia's account continues to be negatively reported. In particular, on a requested credit report dated October 13, 2017, Ms. Tartaglia's account was reported with a status of "CHARGE OFF", a balance of \$1,394.00 and a past due balance of \$1,394.00. The relevant portion of Ms. Tartaglia's credit report is attached herein for your review. This trade line was inaccurately reported. As evidenced by the settlement agreement and proofs of payments, the account was settled in full and has a balance of \$0.00.

Please take notice that this dispute is made pursuant to 15. U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to this important matter.

Very truly yours,

Patrick Russo, Esq.
Patrick.Russo@rezniklawoffice.com

PR:
Encl.

30 Wall Street, 8th Floor #741, New York, NY 10005
Tel (212) 537-9276 • Fax (877) 366-4747

221 River St., 9th Floor, Hoboken, NJ 07030
Tel (201) 721-8687 • Fax (877) 366-4747

litigation@rezniklawoffice.com

LAW OFFICES
OF
MULLEN AND IANNARONE, P.C.
300 EAST MAIN STREET, SUITE 3
SMETHPORT, NEW YORK 11787
PHONE: 631-361-7050 FAX: 631-361-7354
*Fax not for service of process
E-MAIL: info@mulleniannarone.com

ATTORNEYS:
Dolores M. Iannarone
Christopher G. Honigman

January 13, 2015

Via regular mail and email: elizabeth.g@nationaldebtrelief.com

Elizabeth Goldfischer

Re: Bethpage Federal Credit Union v. Joanna Tartaglia

Annexed hereto please find the following documents:

Stipulation of Settlement detailing terms agreed to. Kindly have your client execute the Stipulation and return same to us with her first payment of \$5,000.00 which will be due on or before February 5, 2015 with the second payment of \$5,000.00 to be paid on or before March 5, 2015.

As you know a conference is scheduled for February 2, 2015 we will appear in court at that time and request an adjournment of the matter to March 12, 2015.

If your client complies with the terms of the Stipulation we will then file the Stipulation of Discontinuance and satisfaction of judgment.

Very truly yours,

Dolores M. Iannarone

STATE OF THE STATE OF NEW YORK
ALBANY, FOURTH DISTRICT

THE FAIRFARE FEDERAL CREDIT UNION,

Plaintiff,

-against-

Index No.: CV-00-XXXXXX

STIPULATION &
SETTLEMENT

JOANNA TARTAGLIA, aka Joanna Avigliano, aka
Joanna Christensen,

Defendants.

X

IT IS HEREBY STIPULATED AND AGREED, that the above entitled matter be settled on the following basis:

1. The defendant appears generally in this action, admits the amount claimed in the complaint is due and owing. Defendant withdraws and waives any and all counterclaims, defenses, objections, and setoffs.

2. Defendant admits (A) liability for the payment of this claim and (B) liability for the full amount of damages demanded in the Complaint.

3. Defendant shall pay to Plaintiff the settlement sum of TEN THOUSAND (\$10,000.00) DOLLARS, as follows:

a. \$5,000.00 due on or before February 5, 2015, and

b. \$5,000.00 DUE ON OR BEFORE March 5, 2015.

c. Defendant shall make the payment(s) by check or money order made payable to MULLEN AND IANNARONE, P.C., as attorneys, and shall deliver the payment(s) to 300 East Main Street, Suite 3, Smithtown, NY 11787.

d. Each payment shall have the account number, [REDACTED] written thereon.

4. In the event any payment is not received by MULLEN AND IANNARONE, P.C., before the due date, or any payment is returned by the bank for any reason whatsoever, or if any payment is not received within ten (10) days after written notice is served by mail or otherwise, judgment for the relief demanded in the Complaint, including interest and attorney's fees, if any, less any payments made within the time period, Plaintiff may proceed to enforce the judgment.

Defendant shall give written notice to Plaintiff of any change
of address or telephone number during the term of this Stipulation.

6. Upon full compliance with this Stipulation and full payment of the Settlement
Sum, a Stipulation of Discontinuance for this action and/or a Satisfaction of Judgment shall
be filed with this Court and/or the County Clerk's Office.

7. This Stipulation is in settlement of this action only.

IT IS FURTHER STIPULATED AND AGREED that this Stipulation may be
executed in counterparts, which when taken together shall be deemed a single document.

IT IS FURTHER AGREED that a facsimile signature shall be deemed an original
signature for this Stipulation.

This Stipulation must be executed by Defendant and received by MULLEN AND
IANNARONE, P.C., within ten (10) days of the date hereon, otherwise it shall be deemed null
and void, and withdrawn.

Dated: Smithtown New York
January 13, 2015

Mullen and Iannarone, P.C.
Attorneys for Plaintiff

By: Dolores M. Iannarone, Esq.
300 East Main Street, Suite 3
Smithtown, New York 11787
Ph: 631-361-7050
Fx: 631-361-7354

Joanna Tartaglia, a/k/a Joanna Avigliano, a/k/a
Joanna Christensen

Joanna Tartaglia
By: (Signature)
35 Grassmere Avenue
Oakdale, New York 11769
631-319-6886

FILED: SUFFOLK COUNTY CLERK 06/25/2018 05:13 PM

INDEX NO. 612132/2018

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 06/25/2018

10/23/2017 02:35 PM

Document type : Paid Item Check

Query Result Item #: 1

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian
FBO Joanna Tartaglia
4500 South 129th East Ave, Suite 175
Tulsa, Ok 74134

Comerica Bank
1717 Main St
Dallas, TX 75201

201333432
013015_152947

32-75/1110

P14770947

Date: 01/30/2015

Amount: \$** 5,000.00

Pay: FIVE THOUSAND AND XX / 100 DOLLARS

To The Mullen & Iannarone
Order 300 E Main St Ste 3
Of Smithtown, NY US 11787


 Authorized Signature
 Questions: (877)503-6239
 Void After 90 Days

Note	Tag	Account Number	Serial Number	Amount
Item Date	Sequence Number			

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 06/25/2018

Document type : Paid Item Check

10/23/2017 02:35 PM

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Global Client Solutions, LLC Custodian
 FBO Joanna Tartaglia
 4500 South 129th East Ave, Suite 176
 Tulsa, Ok 74134

Comerica Bank
 1717 Main St
 Dallas, TX 75201

201345941
 022715_152312

32-751110

P14970516

Date: 02/27/2015

Amount: \$** 5,000.00

Pay: FIVE THOUSAND AND XX / 100 DOLLARS

To The
 Order
 Of Mullen & Iannarone
 300 E Main St Ste 3
 Smithtown, NY US 11787

Joanna Tartaglia


 Authorized Signature
 Questions: (877)503-6236
 Void After 90 Days

Note	Tag	Account Number	Serial Number	Amount
Item Date	Sequence Number			

FILED: SUFFOLK COUNTY CLERK 06/25/2018 05:13 PM

INDEX NO. 612132/2018

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 06/25/2018

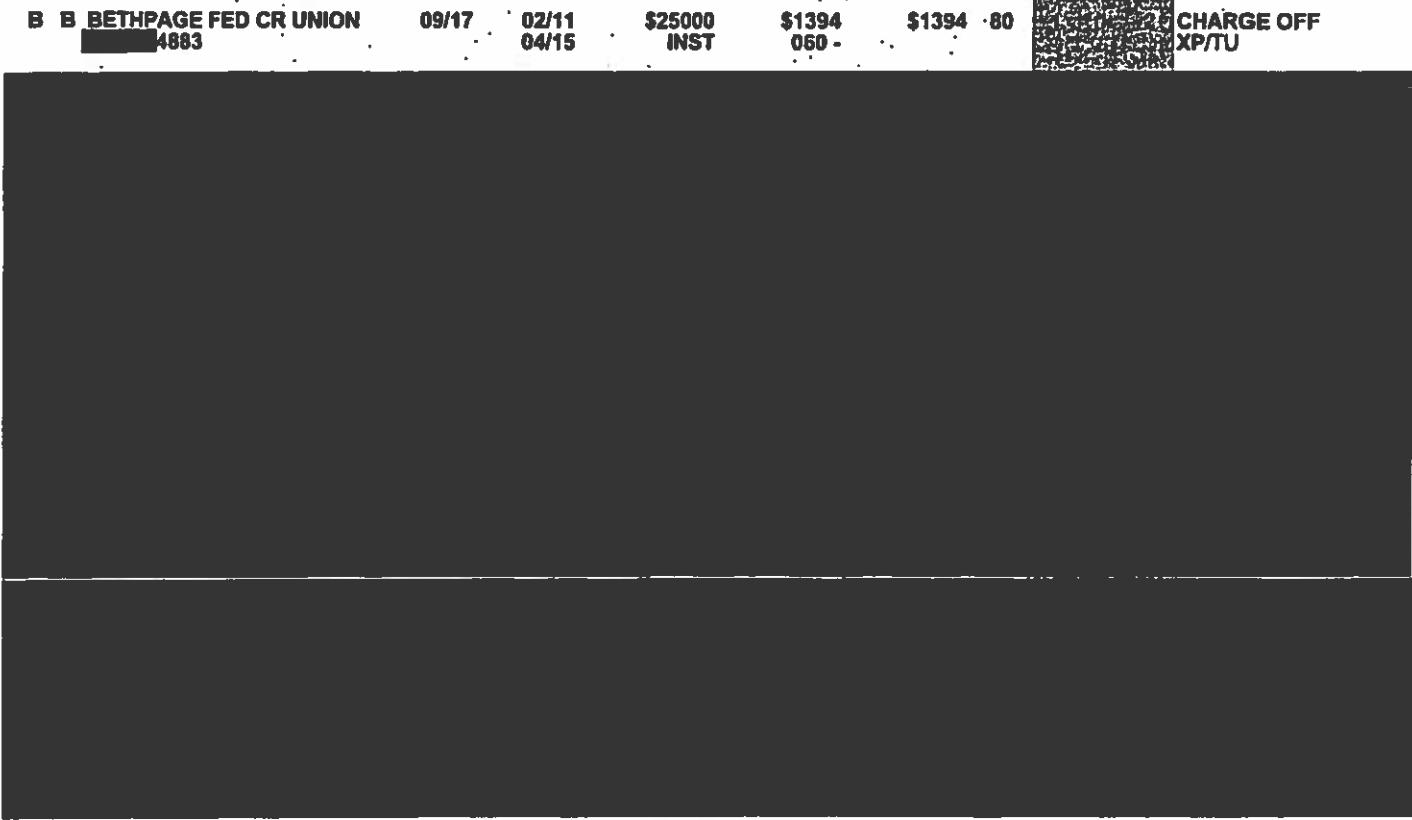
FILE #	3929918 FNMA #	DATE COMPLETED	10/13/2017	RQD' BY	
SEND TO		DATE ORDERED	10/13/2017		
		REPOSITORIES	XP/TU	PRPD' BY	
		PRICE	\$0.00	LOAN TYPE	
		REF. #			

PROPERTY ADDRESS

APPLICANT			CO-APPLICANT		
APPLICANT	TARTAGLIA, JOANNA		CO-APPLICANT	CHRISTENSEN, PAUL	
SOC SEC #	3574	DOB	SOC SEC #	353	DOB
MARITAL STATUS			DEPENDENTS		

COLLECTION ACCOUNTS

W	E	O	C	I	D	H	G	B	P	F	M	S	Y	STATUS	
CREDITOR	NAME	ADDRESS	STATE	ZIP	PHONE	OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	DUEN	REV.	30+ DAY	60+ DAY	90+ DAY	SOURCE
B B BETHPAGE FED CR UNION	4883					09/17	02/11 04/15	\$25000 INST	\$1394 060 -	\$1394 060 -	80				CHARGE OFF XP/TU



OTHER CREDIT HISTORY

*** NONE ***

PUBLIC RECORDS

*** NONE ***

REMARKS

INQUIRIES (LAST 120 DAYS)

XP B 08/02/17 CREDIT ONE BANK NA BANKING

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER



FILED: SUFFOLK COUNTY CLERK 06/25/2018 05:13 PM

INDEX NO. 612132/2018

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 06/25/2018

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OFFICIAL USE

Certified Mail Fee \$3.35 0005 04
Extra Services & Fees (check box, add fee if applicable)
 Return Receipt (Handcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.19
Total Postage and Fees \$ 4.54

Sent To: **Experian**
Street and Apt. No., or P.O. Box No.
P.O. BOX 9500
City, State, Zip
Allen, TX 75013

PS Form 3800, April 2015 PSN 7533-02-000-5047 See Reverse for Instructions

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Extra Services & Fees (check box, add fee if applicable)
 Return Receipt (Handcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.19
Total Postage and Fees \$ 4.54

Sent To: **Transunion Consumer Solution**
Street and Apt. No., or P.O. Box No.
P.O. Box 2000
City, State, Zip
Chester, PA 19016

PS Form 3800, April 2015 PSN 7533-02-000-5047 See Reverse for Instructions

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Certified Mail Fee \$3.35 0005 04
Extra Services & Fees (check box, add fee if applicable)
 Return Receipt (Handcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.19
Total Postage and Fees \$ 4.54

Sent To: **Eufitax**
Street and Apt. No., or P.O. Box No.
P.O. Box 705139
City, State, Zip
Atlanta, GA 30348

PS Form 3800, April 2015 PSN 7533-02-030-9347 See Reverse for Instructions

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OFFICIAL USE

Certified Mail Fee \$3.35 0005 04
Extra Services & Fees (check box, add fee if applicable)
 Return Receipt (Handcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.19
Total Postage and Fees \$ 4.54

Sent To: **Proprietary Consumer Assistance**
Street and Apt. No., or P.O. Box No.
P.O. Box 1640
City, State, Zip
Pittsburgh, PA 15230

PS Form 3800, April 2015 PSN 7533-02-000-0047 See Reverse for Instructions

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CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$3.35 0005 04
Extra Services & Fees (check box, add fee if applicable)
 Return Receipt (Handcopy) \$ 0.00
 Return Receipt (electronic) \$ 0.00
 Certified Mail Restricted Delivery \$ 0.00
 Adult Signature Required \$ 0.00
 Adult Signature Restricted Delivery \$ 0.00

Postage \$ 1.19
Total Postage and Fees \$ 4.54

Sent To: **Experian Information Solution**
Street and Apt. No., or P.O. Box No.
29 Broadway, 6th Fl
City, State, Zip
New York, NY 10006

PS Form 3800, April 2015 PSN 7533-02-000-0047 See Reverse for Instructions

EXHIBIT E

FILED: SUFFOLK COUNTY CLERK 06/25/2018 05:13 PM

NYSCEF DOC. NO. 6

RECEIVED NYSCEF: 06/25/2018

FILE #	FNMA #	DATE COMPLETED	6/19/2018	RQD' BY	
SEND TO		DATE ORDERED	6/19/2018		
		REPOSITORIES	XP/TU	PRPD' BY	
		PRICE	\$0.35	LOAN TYPE	
		REF. #			

PROPERTY ADDRESS

APPLICANT			CO-APPLICANT		
APPLICANT	TARTAGLIA, JOANNA		CO-APPLICANT		
SOC SEC #	3574	DOB	SOC SEC #		DOB
MARITAL STATUS	DEPENDENTS				

COLLECTION ACCOUNTS

ECOA CODE	WHOSE	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DIA	ACCT TYPE	TERMS						

B B BETHPAGE FED CR UNION 4883	10/17	02/11 04/15	\$25000 INST	\$1394 060 -	\$1394	81	1	1	2	CHARGE OFF XP/TU
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Late Dates: 7/14-120, 6/14-90, 5/14-60, 4/14-30
SETTLED FOR LESS THAN FULL BALANCE

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER